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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

JMC RESTAURANT HOLDINGS, LLC; AND
JMC RESTAURANT HOLDINGS
INTERNATIONAL, LLC,

Plaintiffs,

- against -

MARCELO PEVIDA; JIA JU TAO; JOSEPH
SILVESTRI; DOES 1-10; AND ABC BUSINESS
ENTITIES 1-10,

Defendants.

Civil Action No. CV 14

COMPLAINT AND JURY DEMAND

2014 OCT 21 PM 1:54
U.S. DISTRICT COURT
EASTERN DISTRICT
OF NEW YORK

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CV 14 6157
KUNTZ, J.

Plaintiffs, by and through their undersigned counsel, allege as follows:

SCANLON, M.J.

I. THE PARTIES

1. Plaintiff JMC Restaurant Holdings, LLC (“JMC”) is an Arizona limited liability company organized and existing under the laws of the State of Arizona and authorized to transact business in the State of Arizona.
2. Plaintiff JMC Restaurant Holdings International, LLC (“JMC International”) is an Arizona limited liability company organized and existing under the laws of the State of Arizona and authorized to transact business in the State of Arizona.
3. Defendant Marcelo Pevida (“Pevida”) is, upon information and belief, an individual domiciled and residing in Woodside, New York, and conducts business in Brooklyn, New York.
4. Defendant Jia Ju Tao (“Tao”) is, upon information and belief, an individual domiciled and residing in Flushing, New York, and conducts business in Brooklyn, New York.
5. Defendant Joseph Silvestri (“Silvestri”) is, upon information and belief, an individual domiciled, residing, and conducting business in Brooklyn, New York.

6. Defendants Does 1-10 and ABC Business Entities 1-10 are fictitiously named Defendants, the identities of which are currently unknown to Plaintiffs.

II. JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction under Sections 32, 34, and 43 of the Lanham Act, 15 U.S.C. §§ 1114, 1116, 1121, 1125 and 1127, and under 28 U.S.C. §§ 1331 and 1338. This Court has jurisdiction over Plaintiffs' related state and common-law claims pursuant to 28 U.S.C. §§ 1338 and 1367.

8. This Court also has subject matter jurisdiction under 28 U.S.C. § 1332(a) because this action is one in which: (a) the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs; and (b) complete diversity exists between Plaintiffs and Defendants who are residents of different states.

9. This Court has personal jurisdiction over Defendants because each of them resides in New York and/or conducts significant business in New York, and took actions in New York which form the basis of Plaintiffs' claims.

10. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c) because each Defendant regularly transacts, does and solicits business in this District, and is subject to personal jurisdiction in this District.

11. Jurisdiction and venue are therefore proper in the United States District Court for the Eastern District of New York.

III. BACKGROUND FACTS COMMON TO ALL COUNTS

A. History Of Grimaldi's Pizzeria

12. Grimaldi's Pizzeria is a famous pizzeria restaurant with its origins in Brooklyn, New York.

13. Grimaldi's Pizzeria has operated as a pizzeria restaurant for over thirty (30) years and garnered fame and recognition in the United States and abroad as an iconic pizzeria restaurant.

14. One of the distinctive features of the original Grimaldi's Pizzeria restaurant in Brooklyn, New York is its proximity to the Brooklyn Bridge.

15. Distinctive characteristics of Grimaldi's Pizzeria restaurants include its coal-brick ovens, limited menu offerings, New York City inspired trade dress (including but not limited to red and white table settings and Brooklyn Bridge imagery), and word and design marks.

16. Affiliated Grimaldi's Pizzeria restaurants operate in approximately forty (40) different locations in over ten (10) different states in the United States, including Arizona, California, Colorado, Florida, Idaho, Louisiana, Nevada, New Jersey, New York, Texas, and South Carolina.

17. At various times during the restaurant's history, Grimaldi's Pizzeria has operated as PATSY'S PIZZERIA, PATSY GRIMALDI'S, PATSY GRIMALDI'S COAL-BRICK OVEN PIZZERIA, GRIMALDI'S PIZZERIA, and GRIMALDI'S COAL-BRICK OVEN PIZZERIA.

18. The Grimaldi's Pizzeria restaurant gained widespread fame and recognition in the United States and abroad while operating under these marks.

B. The Grimaldi's Pizzeria Family Of Service Marks

19. JMC owns all right, title, and interest in the United States in the intellectual property and trade dress associated with the Grimaldi's Pizzeria restaurants.

20. Between October 7, 1996 and September 24, 2007, JMC's predecessor in interest owned the service mark PATSY GRIMALDI'S registered on the principal register of the United States Patent and Trademark Office at Reg. No. 2,148,345 for restaurant services in International Class 43.

21. JMC owns all right, title, and interest in the United States in the service marks GRIMALDI'S PIZZERIA, GRIMALDI'S COAL-BRICK OVEN PIZZERIA, and THE PIZZA THAT MADE THE BROOKLYN BRIDGE FAMOUS for restaurant services.

22. JMC owns the service mark GRIMALDI'S PIZZERIA registered on the principal register of the United States Patent and Trademark Office at Reg. No. 2,871,214 for restaurant services in International Class 43.

23. JMC also owns the following service mark submitted for registration with the United States Patent and Trademark Office at Ser. No. 86356312 for restaurant services in International Class 43:



24. JMC licenses its service marks for restaurant services, and the trade dress associated therewith, to the operators of over forty (40) different Grimaldi's Pizzeria locations in over ten (10) different states in the United States.

25. JMC International owns the registered service mark GRIMALDI'S PIZZERIA for restaurant services in over forty (40) different countries, including the People's Republic of China.

26. JMC International owns the service mark GRIMALDI'S PIZZERIA registered with the Trademark Office of the People's Republic of China at International Reg. No. 1055797 for restaurant services in International Class 43.

27. JMC International owns the service mark GRIMALDI'S submitted for registration with the Trademark Office of the People's Republic of China for restaurant services in International Class 43.

28. JMC International owns the following service mark submitted for registration with the Trademark Office of the People's Republic of China for restaurant services in International Class 43:



29. JMC International has at no time licensed or otherwise authorized use of the service marks GRIMALDI'S PIZZERIA, GRIMALDI'S, or GRIMALDI'S COAL BRICK-OVEN PIZZERIA for restaurant services in the People's Republic of China.

C. Defendants Have No Relationship With Plaintiff

30. Plaintiffs have no business association or business affiliation with any Defendant.

31. At no time has any Defendant owned a legitimate interest in the service marks GRIMALDI'S PIZZERIA, GRIMALDI'S COAL-BRICK OVEN PIZZERIA, or THE PIZZA THAT MADE THE BROOKLYN BRIDGE FAMOUS.

32. At no time has any Defendant owned a legitimate interest in the service marks PATSY'S PIZZERIA, PATSY GRIMALDI'S, or PATSY GRIMALDI'S COAL-BRICK OVEN PIZZERIA.

33. At no time has any Defendant acquired a right from JMC or JMC International to use the service marks GRIMALDI'S PIZZERIA, GRIMALDI'S COAL-BRICK OVEN PIZZERIA, or

THE PIZZA THAT MADE THE BROOKLYN BRIDGE FAMOUS in the United States, China, or any other jurisdiction.

34. At no time has any Defendant acquired a right from JMC or JMC International to use the service marks PATSY'S PIZZERIA, PATSY GRIMALDI'S, PATSY GRIMALDI'S COAL- BRICK OVEN PIZZERIA for restaurant services in the United States, China, or any other jurisdiction.

D. Defendants' Deceptive Efforts To Trade On Plaintiffs' Service Marks, Trade Dress, And Goodwill

35. Pevida and Tao own interests in or have participated in businesses operating nightclubs and/or restaurants in Brooklyn, New York.

36. Pevida and Tao own interests in one or more businesses located on the same street and/or in the same building as the Grimaldi's Pizzeria restaurant located in Brooklyn, New York.

37. Pevida and Tao know the owner the Grimaldi's Pizzeria restaurant located in Brooklyn, New York.

38. Pevida and Tao are third-party defendants in a pending litigation action in the Supreme Court of the State of New York, Kings County, wherein claims for fraud, breach of contract, and defamation have been asserted against one and/or both of them by the owner of the entity operating the Grimaldi's Pizzeria restaurant located in Brooklyn, New York.

39. For several years and until very recently, Silvestri served as an employee or independent contractor for the owner of the Grimaldi's Pizzeria restaurant operating in Brooklyn, New York.

40. Silvestri's responsibilities included the management of kitchen operations at the Grimaldi's Pizzeria restaurant located in Brooklyn, New York.

41. Defendants have been well acquainted with Grimaldi's Pizzeria restaurants and the Grimaldi's Pizzeria brand for many years.

42. In or about 2013, Defendants conspired to open a pizzeria restaurant in Shanghai, China that mimics the Grimaldi's Pizzeria restaurants operating in the United States.

43. Defendants conspired to use Plaintiffs' Grimaldi's Pizzeria service marks, trade dress, and goodwill without Plaintiffs' approval or authorization for the purpose of opening and operating a counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China for profit.

44. Upon information and belief, Defendants actively and successfully secured capital investment from several investors in the United States, including in New York, for a counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China.

45. Upon information and belief, Defendants formed or secured interests in one or more businesses in China for the purpose of owning and operating a counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China.

46. In 2014, Defendants, by and through their business interests in China, secured a location for the operation of a counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China at 24-25 No. 320 Tianping Rd.

47. In 2014, Defendants, by and through their business interests in China, secured the services of an international public relations company, GHC, to promote a counterfeit Grimaldi's Pizzeria restaurant located in Shanghai, China.

48. In 2014, Defendants, by and through their business interests in China and GHC, actively promoted the counterfeit Grimaldi's Pizzeria restaurant as an affiliate of the Grimaldi's Pizzeria restaurant operations in New York.

49. In or about July, 2014, Defendants successfully recruited cooks from the Grimaldi's Pizzeria restaurant located in Brooklyn, New York to open a counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China.

50. Upon information and belief, Defendants recruited cooks employed and/or contracted to work at the Grimaldi's Pizzeria restaurants with the intent to misappropriate recipes, knowhow, and trade secrets owned by Grimaldi's Pizzeria restaurants operators in the United States.

51. In or about July, 2014, the international magazine publication Time Out published online articles under the titles "Grimaldi's" and "Famed New York pizza chain arrives in Shanghai" incorrectly identifying the counterfeit Grimaldi's Pizzeria restaurant as an affiliate of the Grimaldi's Pizzeria restaurants located in New York.

52. Time Out published its article based on the representations made to it by one or more of Defendants' agents in China, including GHC.

53. In or about July, 2014, operators of Grimaldi's Pizzeria restaurants in the United States began receiving inquiries from the consuming public regarding the anticipated opening of the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China.

54. Operators of Grimaldi's Pizzeria restaurants continue to receive inquiries from the consuming public confusing the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China with Grimaldi's Pizzeria restaurants operating in the United States.

55. In or about August 2014, Defendants, individually and by and through their business interests in China, caused the counterfeit Grimaldi's Pizzeria restaurant to open for business in Shanghai, China at 24-25 No. 320 Tianping Rd.

56. Defendants, individually and by and through their business interests in China, control the operations of the counterfeit Grimaldi's Pizzeria restaurant located in Shanghai, China.

57. Personnel working at the counterfeit Grimaldi's Pizzeria restaurant have confirmed to agents of JMC International that the restaurant is owned in partnership with "a New York partner."

58. Individually and by and through their business interests in China, Defendants conceived of, developed, and operate the counterfeit Grimaldi's Pizzeria restaurant from New York with the express purpose of profiting from the intellectual property and good will associated with the Grimaldi's Pizzeria restaurants in the United States and owned by Plaintiffs, and deceiving the consuming public in China, the United States, and elsewhere for that purpose.

59. Upon information and belief, Defendants have received and continue to receive benefits from the operations of the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China.

60. The counterfeit Grimaldi's Pizzeria restaurant operating in Shanghai, China uses the trade dress associated with the Grimaldi's Pizzeria restaurants in the United States for profit without Plaintiffs' authorization.

61. The counterfeit Grimaldi's Pizzeria restaurant operating in Shanghai, China uses the service marks GRIMALDI'S PIZZERIA, GRIMALDI'S COAL-BRICK OVEN PIZZERIA, GRIMALDI'S, THE PIZZA THAT MADE THE BROOKLYN BRIDGE FAMOUS, and/or the confusingly similar mark PATSY'S GRIMALDI'S COAL BRICK-OVEN PIZZERIA, without Plaintiffs' authorization.

62. The counterfeit Grimaldi's Pizzeria restaurant operating in Shanghai, China uses the service marks GRIMALDI'S PIZZERIA, GRIMALDI'S COAL-BRICK OVEN PIZZERIA, and GRIMALDI'S, THE PIZZA THAT MADE THE BROOKLYN BRIDGE FAMOUS, and/or the confusingly similar mark PATSY'S GRIMALDI'S COAL BRICK-OVEN PIZZERIA, with the intent to confuse the consuming public in China, the United States, and elsewhere.

63. Photographs evidencing the use of one or more of the foregoing marks by the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China are attached hereto as Exhibit 1.

64. A comparison of Plaintiffs' design mark (on the left) and the counterfeit design mark used by Defendants (on the right) is reflected below:



65. The counterfeit Grimaldi's Pizzeria restaurant operating in Shanghai, China uses literary and graphic works owned by Plaintiffs, including, but not limited to, descriptions of the history of Grimaldi's Pizzeria restaurants and Grimaldi's Pizzeria menu design, for profit without Plaintiffs' authorization and in violation of Plaintiffs' copyrights.

66. The menu used at the counterfeit Grimaldi's Pizzeria copies, nearly word for word, and without authorization, the restaurant description that appears on authorized Grimaldi's Pizzeria restaurant menus and the GRIMALDISPIZZERIA.COM website, which is used to market and promote Grimaldi's Pizzeria restaurants throughout the world, for the purpose of confusing the consuming public in China, the United States, and elsewhere.

67. A true and correct copy of the restaurant description as it appears on the GRIMALDISPIZZERIA.COM website is attached hereto as Exhibit 2.

68. A true and correct copy of restaurant description as it appears on the menus used by authorized Grimaldi's Pizzeria restaurants is attached hereto as Exhibit 3.

69. A true and correct copy of the infringing restaurant description as it appears on the menus used by the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China is attached hereto as Exhibit 4.

70. The menu items sold by the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China are similar to the menu items sold by authorized Grimaldi's Pizzeria restaurants.

71. Upon information and belief, the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China uses recipes, knowhow, and trade secrets misappropriated by Defendants from Grimaldi's Pizzeria restaurant operators in the United States.

72. Photographs of Pevida with assorted celebrities are prominently displayed at the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China.

73. Copies of photographs evidencing the photographs of Pevida displayed at the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China are attached hereto as Exhibit 5.

74. Upon information and belief, Pevida secured these photographs by paying fees for the right to have photographs taken with celebrities at one or more charitable or premiere events in the United States with the express purpose of using the photographs to promote the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China.

75. In securing these photographs, Pevida knowingly and falsely represented he was an owner of and authorized Grimaldi's Pizzeria restaurant to the public, and his representation was published in Bloomberg Business Week in the United States.

76. Defendants' unauthorized use of Plaintiffs' intellectual property and goodwill and false representations regarding their affiliation and/or common ownership in the Grimaldi's Pizzeria restaurants in the United States is willfully and maliciously intended to deceive, confuse, and mislead the consuming public, including *inter alia* Chinese and American consumers, into believing that pizza and other food and services sold at the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China is operated by, provided by, authorized by, or in some manner associated with Plaintiffs, which it is not.

77. Defendants' unauthorized use of Plaintiffs' intellectual property and goodwill and false representations regarding their affiliation and/or common ownership in the Grimaldi's Pizzeria

restaurants in the United States is likely to deceive, confuse, and mislead the consuming public, including, but not limited to, Chinese and American consumers, into wrongly believing that pizza and other food and services sold at the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China are provided by, authorized by, or in some manner associated with Plaintiffs.

78. Defendants' unauthorized use of Plaintiffs' intellectual property and goodwill and false representations regarding their affiliation and/or common ownership in the Grimaldi's Pizzeria restaurants in the United States has already deceived, confused, and misled the consuming public, including, but not limited to, Chinese and American consumers, into wrongly believing that pizza and other food and services sold at the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China are provided by, authorized by, or in some manner associated with Plaintiffs.

79. The actual and continued likelihood of confusion, mistake, and deception caused by Defendants' misappropriation of Plaintiffs' rights is causing irreparable harm to Plaintiffs' intellectual property, associated goodwill, and the value of the Grimaldi's Pizzeria brand in China, the United States, and elsewhere.

80. Defendants' activities are continuing and likely to cause confusion before, during, and after the time of purchase because consumers, prospective consumers, and others view the counterfeit Grimaldi's Pizzeria restaurant through marketing and at the point of sale.

81. Such confusion damages the uniqueness of Plaintiffs' brand and undermines Plaintiffs' and its licensees' extensive and costly efforts to control the public perception of their brand.

82. The damage is acute provided the rapidly growing synergies between the People's Republic of China and the United States in commerce, travel, and media.

COUNT ONE

Trademark Infringement – 15 U.S.C. § 1114

83. Plaintiffs hereby incorporate each and every allegation of the Complaint as if herein alleged in full.

84. Defendants' use of identical and/or confusingly similar imitations of JMC's service marks is likely to cause confusion, deception, and mistake by creating the false and misleading impression that services offered by and through Defendants are owned and/or operated by JMC or its licensees, or have the sponsorship, endorsement, or approval of JMC and its licensees.

85. Defendants have used service marks identical and/or confusingly similar to JMC's federally registered service marks and applied for service marks in violation of 15 U.S.C. § 1114, and Defendants' activities have caused and, unless enjoined by this Court, will continue to cause, a likelihood of confusion and deception of members of the trade and public in the United States and, additionally, injury to JMC's goodwill and reputation as symbolized by the JMC's service marks, for which JMC has no adequate remedy at law.

86. Defendants' actions demonstrate an intentional, willful, and malicious intent to trade on goodwill associated with JMC's service marks, and are exceptional under 15 U.S.C. § 1117(a).

87. Defendants have caused and are likely to continue causing substantial injury to JMC, and JMC is entitled to injunctive relief and to recover Defendants' profits, actual damages, enhanced profits and damages, costs, and reasonable attorneys' fees under 15 U.S.C. §§ 1114, 1116, and 1117.

COUNT TWO

Unfair Competition, False Designation of Origin, and Dilution – 15 U.S.C. § 1125

88. Plaintiffs hereby incorporate each and every allegation of the Complaint as if herein alleged in full.

89. Defendants' use of identical and/or confusingly similar imitations of JMC's service marks has caused and is likely to continue to cause confusion, deception, and mistake by creating the false and misleading impression that Defendants' services are owned and/or operated by, or associated with JMC, or have the sponsorship, endorsement, or approval of JMC.

90. Defendants' false representations, false descriptions, and false designations of origin of their services violates 15 U.S.C. § 1125(a), and Defendants' activities have caused and, unless enjoined by this Court, will continue to cause a likelihood of confusion and deception of members of the trade and public and, additionally, injury to JMC's goodwill and reputation as symbolized by its service marks, for which JMC has no adequate remedy at law.

91. Defendants' commercial use of JMC's service marks dilutes the distinctiveness of JMC's service marks in violation of 15 U.S.C. § 1125(c) by eroding the public's exclusive identification of these famous service marks with JMC's affiliated restaurants, tarnishing and degrading the positive associations and prestigious connotations of JMC's service marks, and otherwise lessening the capacity of the service marks to properly identify and distinguish relevant restaurant services.

92. Defendants' actions demonstrate an intentional, willful, and malicious intent to trade on goodwill associated with JMC's service marks and are exceptional under 15 U.S.C. § 1117.

93. Defendants' conduct has caused, and is likely to continue to cause, substantial injury to the public and to JMC, and JMC is entitled to injunctive relief and to recover Defendants' profits, actual damages, enhanced profits and damages, costs, and reasonable attorneys' fees pursuant to 15 U.S.C. §§ 1125(a), 1125 (c), 1116, and 1117.

COUNT THREE

Common Law Trademark Infringement

94. Plaintiffs hereby incorporate each and every allegation of the Complaint as if herein alleged in full.

95. The GRIMALDI'S PIZZERIA family of service marks are distinctive.

96. By reason of the extensive advertising and promotional efforts of affiliated operators of Grimaldi's Pizzeria restaurants, the GRIMALDI'S PIZZERIA family of service marks have come to symbolize highly valuable goodwill and selling power in the field of restaurant services.

97. Defendants' use in commerce of the GRIMALDI'S PIZZERIA marks and deceptively similar marks is likely to cause confusion, to cause mistake, or to deceive.

98. Defendants' conduct has already caused actual consumer confusion as to the source of goods and services offered by operators of Grimaldi's Pizzeria restaurants in the United States.

99. Upon information and belief, Defendants are using GRIMALDI'S PIZZERIA marks in bad faith and with specific intent to appropriate goodwill associated with GRIMALDI'S PIZZERIA marks.

100. By reason of the foregoing, Plaintiffs have been damaged in an amount to be determined at trial, including interest, costs, and attorneys' fees.

101. Defendant's conduct also threatens Plaintiffs with irreparable harm for which it has no adequate remedy at law.

COUNT FOUR

Contributory Trademark Infringement, Unfair Competition, False Designation of Origin, and Dilution

102. Plaintiffs hereby incorporate each and every allegation of the Complaint as if herein alleged in full.

103. Each Defendant contributed to the infringement of Plaintiffs' service marks in the United States and China, and false representations, false descriptions, and false designations of origin of services regarding the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China.

104. Defendants each had knowledge of the others' contributions to the infringement of Plaintiffs' service marks, false representations, false descriptions, and false designations of origin of restaurant services.

105. Each Defendant knowingly joined in, acted in concert with, and conspired with other Defendants to solicit investment in, participate in, operate, and benefit from the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China.

106. Each Defendant joined in, acted in concert with, and conspired with third-parties in China to solicit investment in, participate in, operate, and benefit from the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China.

107. Each of the misrepresentations and wrongful actions of Defendants were overt acts undertaken in furtherance of a scheme to profit from Plaintiffs' intellectual property and the goodwill of Grimaldi's Pizzeria restaurants without authorization.

108. By their scheme, each Defendant acted for his own pecuniary gain or for his own personal purposes.

109. Defendants, and each of them, are contributorily liable for any injury to Plaintiffs resulting from their scheme.

110. As a direct and proximate result of Defendants' contributions to the infringement of Plaintiffs' service marks, false representations, false descriptions, and false designations of origin of restaurant services, Plaintiffs have suffered irreparable harm and damages in an amount to be determined at trial, including interest, costs, and attorneys' fees.

COUNT SIX

Unfair Competition, False Designation of Origin, and Dilution - N.Y. GBS Law § 3601-L

117. Plaintiffs hereby incorporate each and every allegation of the Complaint as if herein alleged in full.

118. Defendants' acts in establishing and furthering the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China have caused and are likely to continue to cause injury to the Grimaldi's Pizzeria restaurant brand and dilution of the distinctive quality of Plaintiffs' service marks in violation N.Y. GBS Law § 360-L.

119. Defendants' acts in establishing and furthering the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China also constitute unfair competition in violation N.Y. GBS Law § 360-L.

120. Defendants acted with the knowledge they did not possess rights in Grimaldi's Pizzeria service marks, trade dress, and goodwill, and in bad faith.

121. Plaintiffs are entitled to injunctive relief, actual damages, and all profits derived by Defendants from the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China under N.Y. GBS Law § 360-M.

122. Plaintiffs are further entitled to an award of three times all profits derived by Defendants from the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China and their costs and reasonable attorneys' fees under N.Y. GBS Law § 360-M.

COUNT SEVEN

Tortious Interference

123. Plaintiffs hereby incorporate each and every allegation of the Complaint as if herein alleged in full.

124. JMC has an ongoing economically advantageous relationship with licensees of GRIMALDI'S PIZZERIA service marks, copyrights, and trade dress in the United States.

125. JMC International has an ongoing economic interest in developing economic relationships with prospective operators of Grimaldi's Pizzeria restaurants in China.

126. Defendants knew Plaintiffs, individually or by and through their affiliates, intend to expand Grimaldi's Pizzeria operations into China.

127. Defendants knew or should have known Plaintiffs' own exclusive rights to utilize Grimaldi's Pizzeria service marks for restaurant services in the United States and China.

128. Defendants knew they had no right to use or authorize use of Plaintiffs' service marks in the United States, China, or any other jurisdiction.

129. Defendants knew or should have known Plaintiffs own literary and graphic works and trade dress developed for and associated with Grimaldi's Pizzeria restaurants.

130. Defendant knew they had no right to use or authorize use of Plaintiffs' copyrights and trade dress in the United States, China, or any other jurisdiction.

131. Defendants nevertheless proceeded to intentionally and without justification interfere with Plaintiffs' economically advantageous relationships and economic interest.

132. Defendants acted improperly and Plaintiffs have suffered damages as a result of Defendants' improper actions.

133. As a direct and proximate result of Defendants' improper actions, Plaintiffs are entitled to damages in an amount no less than \$25,000,000.00.

134. Plaintiffs are also entitled to injunctive relief to guard against further tortious interference by Defendants.

COUNT EIGHT

Unjust Enrichment

135. Plaintiffs hereby incorporate each and every allegation of the Complaint as if herein alleged in full.

136. Defendants, their agents, successors, and assigns, those in active concert and participation with them, and others in privity with them, deliberately misappropriated and used Plaintiffs' service marks, copyrights, trade dress, and goodwill, and recipes, knowhow, and trade secrets owned by Grimaldi's Pizzeria restaurants.

137. Defendants have been unjustly enriched as a result of Defendants' conduct.

138. Defendants received a benefit under circumstances that are grossly inequitable.

139. Equity and good conscience require Defendants compensate Plaintiffs for the value of the benefit unjustly realized and retained by Defendants, including damages, lost opportunity, costs, and fees in an amount no less than \$25,000,000.00.

140. Equity and good conscience further require Defendants to fully account for their misconduct and unauthorized use, and immediately quit their use, and cause their affiliates' to quit use, of the GRIMALDI'S PIZZERIA marks and trade dress in China and elsewhere.

WHEREFORE, Plaintiff respectfully requests this Court enter judgment against Defendants in Plaintiffs' favor for the following:

- A. Damages in an amount to be proven at trial, but no less than \$25,000,000.00;
- B. A preliminary and permanent injunction enjoining Defendants from using Plaintiffs' service marks and trade dress, and otherwise trading on the goodwill of Plaintiffs' brand in China, the United States, and elsewhere;
- C. A preliminary and permanent enjoining Defendants from representing that they or any person in which they have an interest have a right in any Grimaldi's Pizzeria restaurant;

- D. A preliminary and permanent enjoining Defendants from passing off, palming off, or assisting in passing off or palming off, restaurant services as those of Plaintiffs or Plaintiffs' affiliates, or otherwise continuing any and all acts of unfair competition as alleged herein;
- E. An order directing Defendants to change all marks used by the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China that relate in any way to the Grimaldi's Pizzeria family of service marks for restaurant services.
- F. An order directing Defendants to file with the Court and provide to Plaintiffs an accounting of all sales and profits realized by Defendants and related entities through the use of the Plaintiffs' service marks, trade dress, and goodwill, and any confusingly similar marks or counterfeits, copies, reproductions or colorable imitations thereof;
- G. An order permitting Plaintiffs, and/or auditors of Plaintiffs, to audit and inspect the books, records, and premises of Defendants and related entities for a period of six (6) months after entry of final relief in this matter, to determine the scope of the Defendants' past use of Plaintiffs' intellectual property, including all sales and promotion of services bearing Plaintiffs' service marks, as well as the Defendants' compliance with the orders of this Court;
- H. An order directing Defendants to disgorge all profits derived from the unauthorized use of Plaintiffs' property, including but not limited to, the disgorgement of all profits from the counterfeit Grimaldi's Pizzeria restaurant in Shanghai, China under 15 U.S.C. §§ 1114 and 1117(a), and N.Y. GBS Law § 360-M;
- I. An order for treble damages under 15 U.S.C. § 1117(b) and N.Y. GBS Law § 360-M;
- J. An order for statutory damages under 15 U.S.C. § 1117(c);
- K. An order directing such other relief as the Court may deem appropriate to prevent the trade and public from deriving the erroneous impression that any service sold or otherwise

promoted by Defendants is authorized by Plaintiffs or its affiliated operators of Grimaldi's Pizzeria restaurants in the United States, or related in any way to Grimaldi's Pizzeria restaurant services;

L. An award of attorneys' fees and costs as provided under 15 U.S.C. §§ 1114 and 1117(a), and N.Y. GBS Law § 360-M;

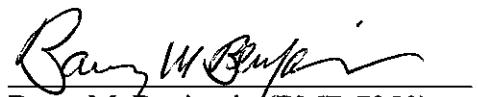
M. An award of punitive damages; and

N. An award of pre-judgment and post-judgment interest accruing at the applicable statutory rate.

Dated: New York, NY
October 20th, 2014

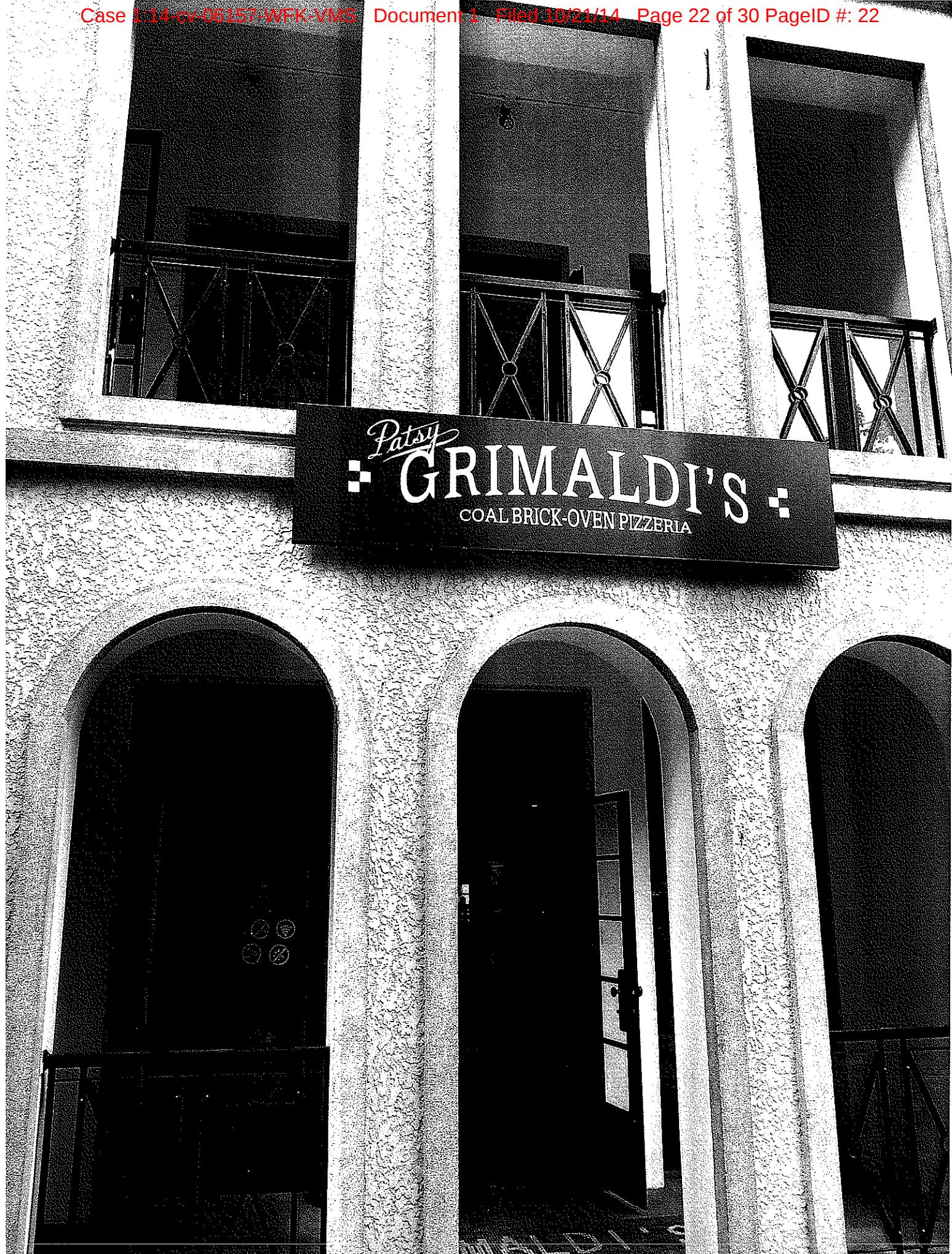
KILPATRICK TOWNSEND & STOCKTON LLP

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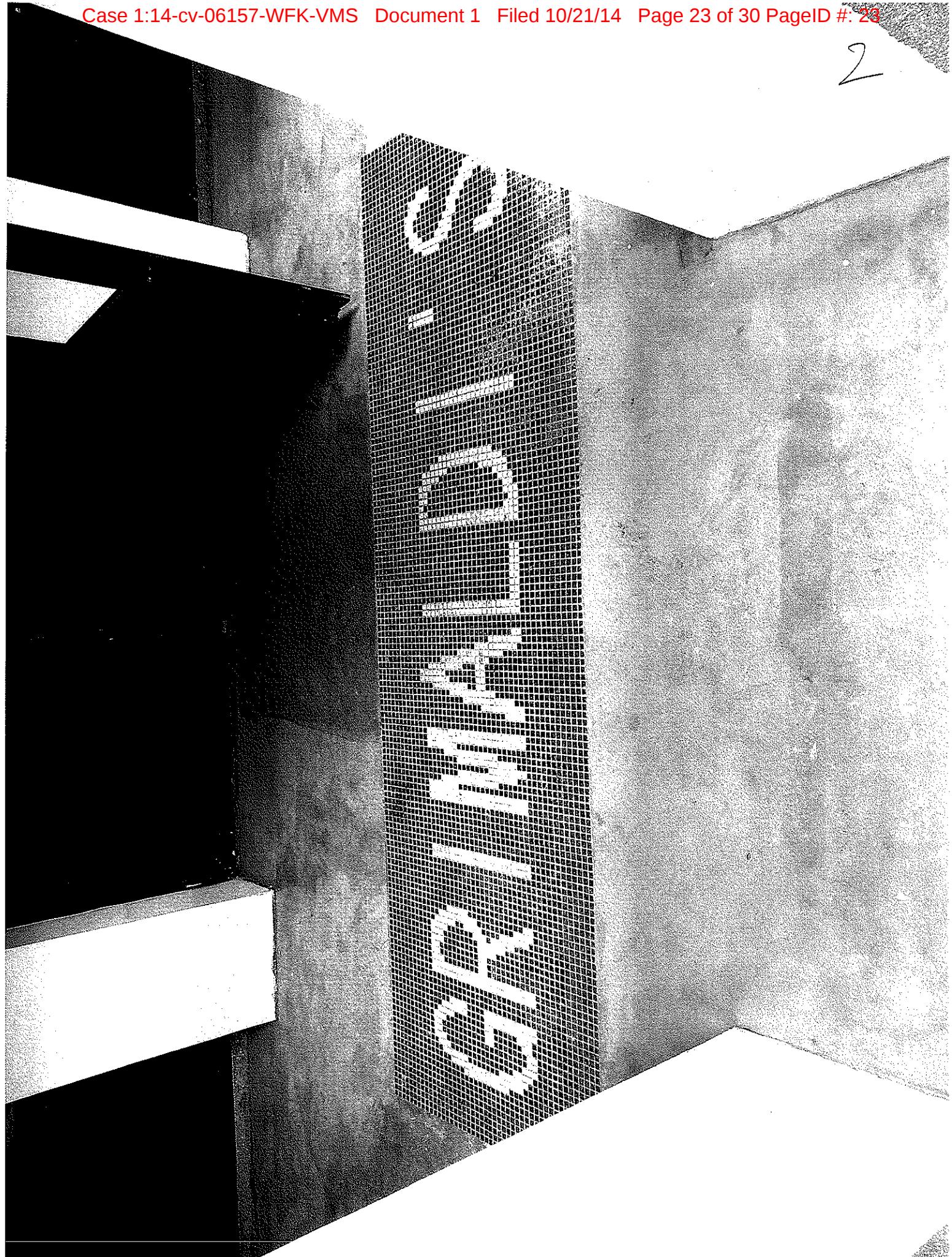


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GRIMALDI'S
COAL BRICK-oven PIZZERIA

Our Story

IN THE WORLD OF PIZZA... Grimaldi's is an institution.

With over 100 years of coal fired brick-oven pizza-making traditions, we continue to ensure that future generations are able to experience our distinctive and truly authentic pizza.

Why coal fired brick ovens? The tantalizing aroma of pizza and calzones baked to perfection in our signature coal burning oven offers a unique flavor and a crisp crust that is just not possible from gas, convection, or wood burning ovens.

Our fresh ingredients, handmade mozzarella, 'secret recipe' dough and pizza sauce make us the most award-winning pizzeria in the United States.

It is our passion for pizza that has made us a "must have" for pizza lovers and celebrities alike, including Frank Sinatra and former NYC Mayor, Rudy Giuliani.

Welcome to Grimaldi's Pizzeria, we are honored to have you as our guest!



THE MOST
AWARD WINNING
PIZZA IN AMERICA

GRIMALDI'S

COAL BRICK-oven PIZZERIA

GIFT CARDS • CARRY-OUT • WINE & BEER • CATERING • PRIVATE PARTY FACILITIES

PIZZA

Personal Pizza (12 in.)	\$9
Small Pizza (16 in.)	\$14
Large Pizza (18 in.)	\$16
Personal White with Garlic	\$10
Small White with Garlic	\$16
Large White with Garlic	\$18
Personal Pesto	\$10
Small Pesto	\$16
Large Pesto	\$18
CAIZZONE	
Personal (12 in.)	\$10
Small (16 in.)	\$16
Large (18 in.)	\$18

TOPPINGS

Price is the same for toppings on a whole or half pizza	
Artichoke Hearts	\$4
Jalapeños	\$2
Oven Roasted Sweet Red Peppers	\$4
Ricotta Cheese	\$2
Pepperoni	\$2
Sun Dried Tomatoes	\$4
Onions	\$2
Fresh Garlic	\$2
Fresh Sliced Roma Tomatoes	\$2
Kalamata Olives*	\$3
Black Olives	\$2
Fresh Baby Spinach	\$2
Anchovies	\$2
Meatballs	\$2
Italian Sausage	\$2
Mushrooms	\$2
Bacon	\$4
Ham	\$2
Grilled Chicken	\$5
Green Peppers	\$2
Pesto	\$2
Extra Mozzarella Cheese	\$2
Extra Grimaldi's Famous Sauce	\$2
Extra Basil	\$2

*Olives may contain pits. Pizza mozzarella is produced by free range cows.

Artichoke Hearts	\$4
Jalapeños	\$2
Oven Roasted Sweet Red Peppers	\$4
Ricotta Cheese	\$2
Pepperoni	\$2
Sun Dried Tomatoes	\$4
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Bacon	\$4
Ham	\$2
Grilled Chicken	\$5
Green Peppers	\$2
Pesto	\$2
Extra Mozzarella Cheese	\$2
Extra Grimaldi's Famous Sauce	\$2
Extra Basil	\$2

The Pizza that Made the Brooklyn Bridge Famous

In the world of pizza, Grimaldi's is an institution. With over 100 years of coal fired brick-oven pizza-making traditions, we continue to ensure that future generations are able to experience our distinctive and truly authentic pizza. Why coal-fired ovens? The tantalizing aroma of pizza and calzones baked to perfection in our signature coal burning oven offers a unique flavor and a crisp crust that is just not possible from gas, convection or wood burning ovens. Our fresh ingredients, handmade mozzarella, 'secret recipe' dough and pizza sauce make us the most award-winning pizzeria in the United States. It is our passion for pizza that makes us a "must have" for pizza lovers and celebrities alike, including Frank Sinatra and former NYC Mayor Rudy Giuliani. Welcome to Grimaldi's Pizzeria, we are honored to have you as our guest!

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Patsy GRIMALDI'S Coal Brick Oven PIZZERIA

-The pizza that Made the Brooklyn Bridge Famous-

In the world of pizza, Grimaldi's is an institution. With over 100 years of coal fired brick-oven pizza-making traditions, we continue to ensure that future generations are able to experience our distinctive and truly authentic pizza. Why coal-fired ovens? The tantalizing aroma of pizza and calzones baked to perfection in our signature coal burning oven offers a unique flavor and a crisp crust that is just not possible from gas, convection or wood burning ovens. Our fresh ingredients, handmade mozzarella, "Secret recipe" dough and pizza sauce make us the most award-winning pizzeria in the United States. It is our passion for pizza that makes us "must have" for pizza lovers and celebrities.

Welcome to Patsy Grimaldi's Pizzeria, we are honored to have you as our guest!

开胃菜 Antipasto		芝麻菜 Arugula	RMB 18
意大利香肠, 马苏里拉奶酪, 烤甜红椒 橄榄, 烤面包 Italian Salami, Fresh Mozzarella, Oven-Roasted Sweet Red Peppers, Olives and Oven-Toasted Crostini	RMB 108	黑橄榄 Cured Black Olives (may contain pits)	RMB 18
色拉 Salads		水瓜柳 Capers	RMB 18
凯撒色拉 Romaine生菜, 面包丁, 鸡蛋, 凯撒色拉酱, 帕马森芝士 Caesar Salad Romaine Lettuce, Croutons, Egg, Caesar Dressing and Fresh Parmesan Cheese	RMB 68	自制番茄沙司 Extra Grimaldi's Sauce	RMB 18
戈马蒂色拉 Romaine生菜, 洋葱, 樱桃番茄 烤甜红椒, 蘑菇, 绿橄榄, 油醋汁 Grimaldi's House Salad Romaine Lettuce, Red Onion, Oven-Roasted Sweet Red Peppers, Mushroom, Olives, Cherry Tomatoes and Balsamic Vinaigrette	RMB 65	青蒜酱 Pesto	RMB 18
另加马苏里拉奶酪 Add Fresh Mozzarella	RMB 28	凤尾鱼 Anchovies	RMB 18
另加烟熏鸡胸肉 Add Smoked Chicken	RMB 25	鲜蒜 Fresh Garlic	RMB 18
披萨 Pizza		新鲜切片番茄 Fresh Sliced Tomatoes	RMB 18
红底披萨 (马苏里拉奶酪, 自制番茄酱, 罗勒) Regular Pizza (Fresh Mozzarella, Crushed Tomato, Basil)		罗勒 Extra Basil	RMB 18
16寸披萨 16in. (6 slices, 1-2 persons)	RMB 158	饮料 Soft drink	
18寸披萨 18in. (8 slices, 3-4 persons)	RMB 168	可乐·健怡可乐·雪碧·汤力水·干姜水·树根汽水 Coke · Diet Coke · Sprite · Tonic · Ginger Ale · Root Beer	RMB 22
白底披萨 (不添加番茄酱, 加量马苏里拉奶酪, 鲜蒜, 罗勒) White Pizza (No Tomato Sance, Extra Mozzarella, Fresh Garlic, Basil)		斯纳普 Snapple	
16寸白披萨 16in. (6 slices, 1-2 persons)	RMB 178	粉色柠檬味·柠檬味·苹果味·蜜桃味 Pink Lemonade · Lemon · Apple · Peach	RMB 35
18寸白披萨 18in. (8 slices, 3-4 persons)	RMB 188	菲来特牌饮用水 (天然/气泡) 750ml Acqua Filette (Naturale/Sparkling) 750ml	RMB 68
意大利乳酪饺 Calzone		啤酒 Beer	
16寸 Small (16in.)	RMB 198	布鲁克林啤酒/布鲁克林印度淡色啤酒/布鲁克林夏日啤酒 Brooklyn Lager/Brooklyn East India Pale Ale/Brooklyn Summer Ale	RMB 68/355ml
18寸 Large (18in.)	RMB 218	罗格琥珀啤酒/罗格坏家伙啤酒 Rogue American Amber Ale/Rogue Dead Guy	RMB 68/355ml
加料 Toppings 加1/2或整个同价	Same price 1/2 or Whole Pie	萨拉克白淡色啤酒 Sarahac White IPA	RMB 58/355ml
意大利腊肠 Pepperoni	RMB 18	阳斯黑啤酒 Young's Double Chocolate Stout	RMB 58/330ml
意大利香肠 Italian Sausage	RMB 28	卡罗那 Corona · 喜力 Heineken	RMB 45/330ml
火腿 Ham	RMB 18	青岛啤酒 Tsingtao · 百威 Budweiser	RMB 38/330ml
牛肉丸 Beef Meatballs	RMB 18	店选葡萄酒 House Wine	Glass RMB 58 Carafe RMB 168
烤鸡胸肉 BBQ Chicken Breast	RMB 18	请向服务员索取酒单 For more options, please ask for wine list	
马苏里拉奶酪 Extra Fresh Mozzarella	RMB 28	鸡尾酒 Cocktail	
帕马森芝士 Extra Grated Cheese	RMB 28	大都会·椰林飘香·玛格丽塔·莫吉多 Cosmopolitan · Pina Colada · Margarita · Mojito	RMB 68
里科塔芝士 Ricotta Cheese	RMB 28	长岛冰茶·曼哈顿 Long Island Ice Tea · Manhattan	RMB 78
烤甜红椒 Oven Roasted Sweet Red Peppers	RMB 28	果汁 300ml Juice	RMB 48
油渍干番茄 Sun Dried Tomatoes	RMB 28	鲜榨果汁 Seasonal Fresh Juice	RMB 30
洋蓟 Artichoke Hearts	RMB 28	橙汁·蔓越莓汁·菠萝汁 Orange Juice · Cranberry Juice · Pineapple Juice	RMB 30
洋葱 Onion	RMB 18	热饮 Hot Drinks	
蘑菇 Mushroom	RMB 18	意式浓缩咖啡·拿铁·美式咖啡·茶·热巧克力 Espresso · Latte · Coffee · Tea · Hot Chocolate	RMB 35
		特浓意式浓缩咖啡·卡布奇诺·摩卡 Double Espresso · Cappuccino · Mocha	RMB 40
		冰红茶和冰咖啡额外收取RMB 5 Ice Tea & Ice coffee charge extra RMB 5	
		甜品 & 冰激凌 Desserts & Ice Cream	
		芝士蛋糕·提拉米苏·冰激凌双球 Cheese Cake · Tiramisu · Ice Cream Balls	RMB 38

纽约最畅销No.1 Best Seller No.1

红底披萨加意大利腊肠和蘑菇

Regular Pizza with Pepperoni and Mushroom

纽约最畅销No.2 Best Seller No.2

白底披萨加里科塔芝士和烤甜红椒

White Pizza with Ricotta Cheese and Oven-Roasted Sweet Red Peppers





